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Panaji, 24th March, 2008 (Chaitra 4, 1930)

SERIES II No. 51

OFFICIAL GAZETTE

GOVERNMENT OF GOA

SUPPLEMENT
No. 2

GOVERNMENT OF GOA

Department of Labour

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Notification

No. 28/18/2007-LAB/945

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 9-8-2007 in reference No. IT/56/98 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour)

Porvorim, 28th August, 2007.

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IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Dilip K. Gaikwad, Presiding Officer)

Case No. IT/56/98

Shri Anil Chimulkar,
H. No. 188, Mulgao Bhagwada,
Bicholim-Goa. ... Workman/Party I

v/s

M/s. Kadamba Transport
Corporation Limited,
Panaji, Goa. ... Employer/Party II

Workman/Party I is represented by Adv. A. Kundaikar.

Employer/Party II is represented by Adv. C. J. Mane.

AWARD

(Delivered on this 9th day of August, 2007)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter in short referred to as the said Act, 1947).

1. Facts of present reference, stated in brief, are as follows:

The Government of Goa in exercise of powers conferred on it by Section 10(1)(d) of the said Act, 1947, under order dated 2-7-1998 has referred to this Industrial Tribunal following dispute for adjudication:

(i) Whether the action of M/s. Kadamba Transport Corporation Limited, Panaji-Goa, in dismissing from services Shri Anil Chimulkar, Conductor w.e.f. 29-3-1997 is legal and justified?

(ii) If not, to what relief the workman is entitled?

2 In response to notices both parties put their appearance in this Industrial Tribunal. The Party I presented his Claim Statement on 20-8-1998 at Exb. 4. It appears from his Claim Statement that the Party II is a Company incorporated under Indian companies Act, 1956. It carries on business of transport of passengers within and outside the State of Goa. The Party I was working as conductor in employment of the Party II on daily wages w.e.f. 13-10-1989. His service record was unblemished. He was discharging his duties honestly. On 14-2-1994 at about 2.40 p.m. he was on duty as a Conductor in ST bus coming from Miraj to Panaji. When the ST bus reached at Banda, line checking staff comprising of H. G. Naik and A. L. Coreira during surprise checking told the Party I that five passengers are found travelling without tickets from Radhanagri to Panaji, that the Party I is found inserting currency note of Rs. 100 denomination in shirt pocket of another conductor by name Tukaram Malik, and that, an excess

amount of Rs. 56 is found in conductor's cash bag of the Party I and which was recovered without issuing tickets to passengers. The said A. L. Coreira by whom lucky scheme was floated at Margao assured the Party I that he will not take action against the Party I if the Party I becomes member of the lucky scheme. The Party I, since he was newly recruited as Conductor, expressed his inability to become member of the lucky scheme. Being aggrieved with the refusal, the line checking staff with malafide intentions made such allegations and thereafter issued default notice against the Party I. The allegations came to be denied by the Party I under his reply dated 5-3-1994. On scrutiny of the reply, the Party II issued charge sheet against the Party I on the same allegations which were made against him by the line checking staff. The Party I gave reply and thereby denied the allegations stated in the chargesheet. The Party II by appointing Y. D. Gawade held departmental inquiry against the Party I. The Enquiry Officer found the Party I guilty and accordingly submitted inquiry report to the Party I. On basis of the inquiry report the Party II dismissed the Party I from service w.e.f. 29-3-1997. The Party I has challenged his dismissal from the service on following grounds:-

(a) the Enquiry Officer conducted the inquiry not according to the chargesheet, and enlarged scope of enquiry;

(b) the inquiry officer did not appreciate defence put forth and evidence properly;

(c) misconduct stated in the chargesheet does not amount to breach of any of the rules or of instructions given by superior authority for proper functioning of the establishment;

(d) the fact that tickets were not issued to the said passengers itself shows that he did not collect money from the said passengers and as such there is neither theft nor fraud by him;

(e) the Party II did not examine the Conductor, Tukaram Malik in whose shirt pocket, according to the line checking staff, a currency note of Rs. 100 denomination was inserted by him;

(f) inquiry conducted by the Enquiry Officer is not fair and proper and same is in violation of principles of natural justice,

(g) findings recorded by the Enquiry Officer are perverse and displays non-application of mind;

(h) his dismissal from the service is without reasonable cause;

(i) action taken by the Party II in dismissing him from the service is with malafide intention and it is an example of unfair labour practice,

(j) action of the Party II in dismissing him from the service is illegal and unjustified; and

(k) punishment imposed by way of dismissal from service upon him is disproportionate having regard to the alleged misconduct.

3. The Party I by presenting the Claim Statement has prayed for holding that his dismissal from service is not legal and justified, and for direction to the Party II to reinstate him in the service with full back wages, with continuity in service and with all consequential benefits. He has claimed the interest @Rs. 12% p.a. on the back wages.

4. The Party II resisted the Claim Statement by filing its Written Statement on 25-5-1998 at Exb. 6. It appears from Written Statement that the Party I was appointed as substitute conductor on daily wages under order dated 3-10-1989. The Party I joined his duties as substitute conductor w.e.f. 13-10-1989. He came to be appointed on probation for initial period of three months w.e.f. 1-5-1990 under order dated 30-4-1990. The Party I since after his appointment was involved in manipulation of revenue collection belonging to the Party II. He has committed acts of misconducts on several occasions. Charge sheets were issued, warnings were given to and fines were imposed upon him from time to time. On 14-2-1994 line checking staff at the time of surprise check at Banda in ST bus bearing No. GA 01/X 0102 on the route from Miraj to Panaji found that five passengers were travelling without tickets from Radhanagri to Panaji, that the Party I neither issued tickets to these passengers nor collected fair from them, that a currency note of Rs. 100 denomination was inserted in a pocket of another conductor who was also travelling by the said ST bus, that, an amount of Rs. 56/- which was in excess of sale of tickets was found with the Party I, and that the said amount was collected from the passengers without issuing tickets with intention to misappropriate revenue of the Party II. Therefore, default notice was issued against the Party I. Reply given by the Party I to the default notice was not satisfactory. The Party II issued chargesheet on 8-3-1994 and held departmental inquiry against him. By order dated 17-5-1994 the Party I was kept suspended during pendency of the departmental inquiry. The Enquiry Officer conducted the inquiry and submitted report. The Party II issued Show Cause Notice on 4-2-1997 and called upon the Party I to show cause as to why punishment of dismissal from the service should not be imposed upon him. Reply given by the Party I to the show cause notice was not satisfactory. Therefore, the Party II by order dated 29-3-1997 dismissed the Party I from service. The dismissal considering gravity of misconduct and past record of the Party I, is just and proper. The Party I is not entitled to any of the reliefs claimed by him.

5. The Party II carried out amendment by way of Para 16-A in the Written Statement and pleaded that in case the inquiry is set aside, it may be given an opportunity

to lead evidence afresh to justify its action against the Party I.

6. The Party I submitted his rejoinder on 15-10-1998 at Exb. 7. In short, it appears from averments of the rejoinder that the Party I has denied all contentions which are raised by the Party II in its Written Statement and which are adverse to his interest. It is not necessary to reiterate the denials.

7. On basis of pleadings of both parties the then learned Presiding Officer framed issues on 30-10-1998 at Exb. 8. The Issues are as follows:

1. Whether the Party I proves that the domestic inquiry held against him is not fair and proper ?
2. Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence ?
3. Whether the Party I proves that the action of the Party II in dismissing him from service w.e.f. 29-3-1997 is illegal and unjustified ?
4. Whether the Party I is entitled to any relief ?
5. What Award ?

8. The Presiding Officer treated the issues Nos. 1 and 2 as preliminary issues. The Party I examined himself at Exb. 11, while the Party II examined the Enquiry Officer, Yeshwant Gawade on its behalf at Exb. 12 Considering evidence led by both parties and after hearing their learned advocates the then learned Presiding Officer by his reasoned order dated 4-10-2002 held that the domestic inquiry held against the workman Shri Anil Chimulkar (Party I) is fair and proper. He further held that the workman Shri Anil Chimulkar is guilty of the charges stated in the charge sheet dated 4-3-1994 and which amount to misconduct under Clause 28 (vi), (xv), (xxxv) and (Lxi) of Certified Standing Orders of the employer M/s. Kadamba Transport Corporation Limited, that is, the Party II. He recorded findings on the issue No. 1, in the negative, and on the issue No. 2, in the affirmative. These findings which are not challenged by the Party I have attained finality. I, therefore, proceed to decide the remaining issues Nos. 3 to 5. My findings on the issues Nos. 3 to 5 are as follows:-

Issue No. 3: In negative.

Issue No. 4: In negative.

Issue No. 5: As per final Order.

R E A S O N S

9. *Issue No. 3:* The Party II dismissed the Party I from service after holding departmental inquiry into the acts of misconduct committed by the Party I and which are proved in the departmental inquiry conducted by the Enquiry Officer, Yeshwant Gawade. Xerox copy of the dismissal order dated 29-3-1997 and which is under signature of Joint Managing Director of the Party II is at Exb. W-2.

10. Heard learned advocate of the Party I. Learned advocate of the Party II was not present at the time of hearing of the argument. Learned advocate of the Party I argued before me that, under Section 11A of the said Act, 1947, the Industrial Tribunal is empowered to appreciate evidence on record as well as the evidence led in the departmental inquiry against the delinquent employee and can give its own findings replacing the findings given by the authority in the disciplinary proceedings against such employee. Not only that, if it is found that the punishment imposed upon the employee is disproportionate and of severe nature having regard to nature of the allegations, the Industrial Tribunal under the said provision can award lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require. To substantiate his argument he relied upon decisions from reported cases which I am going to refer.

11. Relevant portion from Para No. 37 of Judgment delivered by the Hon'ble Supreme Court in case of *Workmen of M/s. Firestone Tyre and Rubber Company of India Pvt., Limited v/s Management reported in 1973 STPL (LA) 7148 SC page 1 of 27* and which is relied upon by learned advocate of the Party I is as follows:-

> *"It has to be remembered that a Tribunal may hold that the punishment is not justified because the misconduct alleged and found proved is such that it does not warrant dismissal or discharge. The Tribunal may also hold that the order of discharge or dismissal is not justified because the alleged misconduct itself is not established by the evidence. To come to a conclusion either way, the Tribunal will have to reappraise the evidence for itself. Ultimately, it may hold that the misconduct itself is not proved or that the misconduct proved does not warrant the punishment of dismissal or discharge. That is why, according to us, Section 11A now gives full power to the Tribunal to go into the evidence and satisfy itself on both these points. Now the jurisdiction of the Tribunal to reappraise the evidence and come to its conclusion enures to it when it has to adjudicate upon the dispute referred to it in which an employer relies on the findings recorded by him in a domestic inquiry. Such a power to reappreciate the evidence and come to its own conclusion about the guilt or otherwise was always recognised in a Tribunal when it was deciding a dispute on the basis of evidence adduced before it for the first time. Both categories are now put on a par by Section 11A.*

12. Decision given by the Hon'ble Supreme Court in the case of *Workmen of M/s. Firestone Tyre and Rubber Company,* alluded supra, is referred by the Hon'ble High Court of Punjab and Haryana in case of *Punjab Tourism Development Corporation and Presiding Officer.....and others, reported in 1997 ICLR 286.* The Hon'ble High

Court also discussed ambit and scope of Section 11A of the said Act, 1947 in this reported case.

13. The Hon'ble High Court of Gujrat held in case of *Gujrat State Road Transport Corporation, Petitioner v/s Maganlal Bhikhabhai Raval, Respondent, reported in 2002 LAB. I.C. 3391* that:

> *"looking to the Apex Court decision, the Tribunal has power to act as an appellate authority to re-appreciate the evidence led in departmental inquiry and to re-appreciate the finding of the competent authority"*

14. The Hon'ble High Court of Punjab and Haryana held in another case of *Punjab Agro Industries Corporation Limited v/s Chander Shekar and other, reported in 2006 II CLR 969* that:

> *"Under Section 11A of the Act, the Tribunal is empowered to appreciate the evidence on record as well as the evidence led in the departmental inquiry against the delinquent and can give its own findings replacing the findings given by the authority in the disciplinary proceedings against such delinquent."*

15. Decisions from the reported cases referred to above explain ambit and the scope of provision contained in Section 11A of the said Act, 1947. Further, in nut shell, it can be extracted from the above decisions that the Industrial Tribunal has power to reappreciate evidence led in the departmental inquiry held against the delinquent employee and also evidence on the record, to reappreciate findings recorded by the Enquiry Officer and to come to its own conclusion. So far this position is concerned, I agree with argument advanced with learned advocate of the Party I.

16. Section 5 of the Motor Transport Workers Act, 1961 (in short the said Act, 1961) and which is pointed out by learned advocate during course of his argument empowers inspector to issue default notice. He submitted that in the present case, the demand notice which is issued against the Party I is by the ticket checker, which is not in accordance with provisions contained in Section 5 of the said Act, 1947. It appears from statement of passengers found travelling without tickets that names of such passengers who are five in number are stated therein. However, there are only three signatures and a thumb impression on this statement. It shows that the statement is recorded not of the five passengers but of the four passengers only. It is alleged by the Party II that the passengers who were found travelling without ticket, were neither given tickets nor fare was collected from them by the Party I. Under these circumstances, it will not be correct to conclude that, there was malafide intention on part of the Party I in allowing these five passengers to travel without tickets. Therefore, according to the learned advocate there was no reason to initiate departmental inquiry against the Party I.

17. It appears from order dated 4-10-2000 passed by the then learned Presiding Officer whereunder he has decided the Preliminary Issues Nos. 1 and 2, that he has appreciated evidence which is on record and which is also led in departmental inquiry held against the Party I and thereafter recorded findings on these preliminary issues Nos. 1 and 2, which have attained finality. The grounds agitated by the learned advocate of Party I and which are challenging merits of the departmental inquiry held against the Party I cannot be taken into consideration after the departmental inquiry held against the Party I is held to be fair and proper on merits by reasoned order dated 4-10-2002 alluded supra.

18. Now coming to the question as to whether the punishment which is imposed upon Party I, in the nature of his dismissal from the service is disproportionate and of severe nature having regard to gravity of acts of misconduct proved in departmental inquiry held against the Party I and which is pressed into service by his learned advocate, it should be pointed out that evidence of the Enquiry Officer examined by the Party II does not disclose past history of the Party I, Learned advocate appearing on behalf of the Party I argued that, if nature of misconduct proved against the Party I is taken into consideration, it can safely be concluded that the punishment imposed in the nature of dismissal from the service, upon the Party I is certainly disproportionate and severe in nature. Reinstatement of the Party I in the service at the most without backwages will be sufficient to meet ends of justice. Therefore, in his opinion, action of the Party II in dismissing the Party I from the service cannot be said to be justified.

19. If nature of only of acts of misconducts proved against the Party I in departmental inquiry is taken into consideration, as urged by his learned advocate, prima facie, it appears that punishment by way of dismissal from service imposed on the Party I is unjustified. However, the matter does not rest there. I am aware that, the Party II did not lead evidence to disclose antecedents of the Party I while he was working as Conductor. I have gone through the dismissal order dated 29-3-1997 (W-2) issued by the Joint Managing Director against the Party I. While passing the order, he has taken into consideration that the punishment of dismissal is a very harsh punishment. He has gone through previous record of the Party I to find out as to whether he can take lenient view while awarding punishment to the Party I, in light of provisions contained in Certified Standing Orders of the Party II. The dismissal order further discloses that in the past the Party I was punished on eight times for acts of misconducts which were in the nature of misappropriation of legitimate revenue belonging to the Corporation, and that, inspite of giving warnings from time to time and of imposition of fine, the Party I did not show improvement. Such type of the past history does not entitle the Party I to claim that the punishment imposed upon him, by way of his dismissal from service, is disproportionate and of severe nature. If

nature of the acts of misconduct proved against the Party I in the departmental inquiry held by the Party II is taken into consideration together with the past history, the logical conclusion which can be drawn is that the punishment imposed upon Party I by way of dismissal from service cannot be said to be unjust. I do not agree with argument advanced by his learned advocate. In view of this reason and above discussion, I do not accept case made out by the Party I. My answer to the issue is in negative.

20. *Issue No. 4:* The Labour Court, Tribunal or Industrial Tribunal as the case may be may by its Award set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any as it thinks fit, or give such other relief to the workman including the Award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require as provided under Section 11A of the said Act, 1947. I am not satisfied that the order of dismissal of the Party I from the service is not justified. He did not succeed in proving that the order of dismissal passed against him is illegal and unjustified. I therefore, answer the issue in negative.

As a result of findings given to the issues Nos. 3 and 4, I proceed to adjudicate the dispute by passing order as follows:

O R D E R

1. The action of M/s Kadamba Transport Corporation Limited, Panaji-Goa, in dismissing from services Shri Anil Chimulkar, Conductor w.e.f. 29-3-1997 is legal and justified?

2. The workmen (Party I) is not entitled to any of the reliefs claimed.

3. No. order as to cost.

5. The Award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
(Dilip K. Gaikwad),
Presiding Officer,
Industrial Tribunal-Cum-
-Labour Court-I.

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Notification

No. 28/18/2007-LAB/790

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 7-8-2007 in reference No. IT/25/2001 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 10th September, 2007.

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IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Dilip K. Gaikwad, Presiding Officer)

Case No. IT/25/2001

Umesh R. Mayekar,
Bhagwada, Mulgao,
Bardez, Goa and 5 Others ... Workman/Party I

v/s

M/s. Plasticrafts,
Thivim Industrial Estate,
Mapusa, Goa. ... Employer/Party II

Workman/Party I is represented by Adv. B. K. Naik.

Employer/Party II is represented by Adv. P. J. Kamat.

AWARD

(Delivered on this 7th day of August, 2007)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter in short referred to as the said Act, 1947)

2. Facts of present reference, stated in brief, are as follows:

The Government of Goa in exercise of powers conferred on it by Section 10(1)(d) of the said Act, 1947, under order dated 14-5-2001 has referred to this Industrial Tribunal following dispute for adjudication:

(i) Whether the action of the management of M/s Plasticrafts, Thivim, Industrial Estate, Mapusa, Goa, in terminating the services of six workmen namely, S/Shri Umesh R. Mayekar, Sharad B. Shetkar, Krishna K. Volvoikar, Ramesh A. Kudalkar, Dinesh P. Gaonkar and Miss Sunita C. Pednekar w.e.f. 1-3-2000 is legal and justified?

(ii) If not, to what relief the above six workmen are entitled?

3. In response to notices both parties put their appearance in this Industrial Tribunal. The workmen (Party I) presented their Claim Statement on 10-7-2001 at Exb. 4. It appears from Claim Statement that the Party II is running business of manufacturing Acrylic Wind Shield side glasses in Thivim Industrial Estate at Mapusa-Goa. The Party II by its letter dated 22-2-2000 informed all the workmen that 'there is no alternative but to close the Company'. The workmen accepted

the letter in true spirit and agreed for settlement. The Party II retrenched their services under its letter dated 1-3-2000. Even after retrenchment of their services they noticed that the Party II has continued its business of manufacturing acrylic wind shield side glasses. Retrenchment of their services is in violation of provisions contained in Sections 25F, 25G and 25H of the said Act, 1947, and as such it is illegal, unjustified and malafide. Because of retrenchment of the service they are rendered jobless. They made application to and requested the Party II to reinstate them in service with full back wages and with continuity of service. They sent copy of the application to the Assistant Labour Commissioner, Mapusa, who in turn, held conciliation proceedings which resulted in failure. Therefore, the Government of Goa has referred to this Industrial Tribunal the dispute for adjudication as stated earlier.

4. The workmen by presenting the Claim Statement have prayed for holding that the retrenchment of their services by the Party II is not legal and justified, and for direction to the Party II to reinstate them in service with full back wages with continuity of service and with all consequential benefits.

5. The Party II filed its written statement on 4-9-2001 at Exb. 9. It appears from Written Statement that business of the Party II is closed w.e.f. 1-3-2000. The closure does not result into retrenchment of services of the workmen. There is no dispute regarding retrenchment of their services. Therefore, the reference by Government of Goa is bad and not maintainable. The Party II had employed seven workmen in addition to a Supervisor and Office Secretary. On 29-1-2000 the workmen had made demand of revision in their wages. @Rs. 2000/-, Rs. 1800/-, and Rs. 1300/- for the year 2000. The Party II could not agree with such demand due to its financial position. However, the Party II agreed to average increase by Rs. 800/- per month in wages of each of the workmen w.e.f. 1-1-2000. The workmen did not agree with such increase. They were not ready and willing to accept less than Rs. 1500/- per month. They started to pressurize the Party II. They did not extend cooperation, as a result, quality of the product was affected. M/s. Bajaj Auto Limited which was main purchaser informed the Party II to reduce rates of the product which was not possible having regard to increase in market price. The Party II brought all these facts to notice of the workmen. Inspite of that the workmen continued their agitation and strike etc. Considering rise in cost of acrylic sheets, deterioration of production quality and reduction in order to purchase the product by M/s. Bajaj Auto Limited, the Party II had no option but close down the unit. Ultimately, the Party II closed down the unit w.e.f. 1-3-2000 and retrenched services of the workmen on account of closure of the Unit. The Party II has paid to all the workmen wages for the months of January, 2000 and February, 2000, wages in lieu of notice, retrenchment compensation and gratuity on 1-3-2000. Thereafter, the dispute is raised by them. Permanent closure of the business of the Party II is accepted by them. They are not entitled to any of the reliefs as claimed in Claim Statement.

6. The workmen (Party I) submitted their rejoinder on 23-10-2001 at Exb. 10. In short, as it appears from the rejoinder, that they have denied all contentions which are raised by the Party II in its Written Statement and which are adverse to their interest. They have asserted in the rejoinder the claim made out and the reliefs prayed for by them in the Claim Statement.

7. On basis of pleadings of both parties the then learned Presiding Officer framed issues on 12-11-2001 at Exb. 11. The Issues are as follows:

1. Whether the workmen/Party I prove that, termination of their service by the Party II amounts to retrenchment and that the same is in violation of the provisions of Section 25F and 25G of the Industrial Disputes Act, 1947 ?
2. Whether the workmen/Party I proves that the Party II has violated provisions of Section 25H of the Industrial Disputes Act, 1947 ?
3. Whether the workmen/Party I prove that the action of the II in terminating their services w.e.f. 1-3-2000 is malafide, illegal and unjustified ?
4. Whether the Party II proves that the reference is bad in law and not maintainable?
5. Whether the Party II proves that the termination of the services of the workmen/Party I is on account of permanent closure of the factory from 1-3-2000 ?
6. Whether the workmen/Party I are entitled to any relief ?
7. What Award ?

8. My findings on the above issues are as follows:

Issue No. 1: Termination of services amounts to retrenchment The termination is not proved to be in violation of Provisions of Sections 25F and 25G of the Industrial Disputes Act, 1947.

Issue No. 2: In the negative.

Issue No. 3: In the negative.

Issue No. 4: In the negative.

Issue No. 5: In affirmative.

Issue No. 6: In the negative.

Issue No. 7: As per final order.

REASONS

9. *Issue No. 1:* The Party II was running business of manufacturing acrylic wind shield side glasses in Thivim Industrial Estate at Mapusa, Goa. The workmen who are Party I were admittedly under employment of the

Party II to do work of manufacturing acrylic wind shield side glasses which is a specialized job. The Party II terminated services of the workmen by its letters dated 1-3-2000. Xerox copy of letter issued in the name of workman Krishna Volvoikar is at Exb. W-2. Xerox copy of letter issued in the name of workman Sharad Shetkar is at Exb. W-6. Xerox copy of letter issued in the name of workman Ramesh Kudalkar is at Exb. W-8. Xerox copy of letter issued in the name of workman Dinesh Gaonkar is at Exb. W-10 while letter issued in the name of workperson Miss Sunita Pednekar is at Exb. W-29. Letter dated 1-3-2000 where-under service of workman Umesh Mayekar is terminated by the Party II is not produced on record.

10. Section 2(oo) of the said Act, 1947, defines 'retrenchment' as follows:-

> *''Retrenchment'' means the termination by the employer of the service of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action but does not include-*
>
> *(a) voluntary retirement of the workman, or*
>
> *(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf or*
>
> *(bb) termination of the service of the workman as a result of the non renewal of the contract or the employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein, or*
>
> *(c) termination of the service of a workman on the ground of continued ill-health.*

The definition of the term 'retrenchment' and which is reproduced above is very wide and it is in two parts. The first part is exhaustive which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever", otherwise than as a punishment inflicted by way of disciplinary action. Thus, the main part itself excludes the termination of service as a measure of punishment inflicted by way of disciplinary action from the ambit of the definition of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of the workman on reaching the age of superannuation, or (iii) termination of the service of the workman as a result of non renewal of the contract of employment or (iv) termination of service on the ground of continued ill-health of the workman.

11. Xerox copies of letters dated 1-3-2000 and which are referred to above speak that because of increase in the price and of lower rates offered by main purchaser Bajaj Auto Limited to purchase acrylic side glasses, it is not economical for the Party II to continue the operation and as such services of the workmen are found surplus. Therefore the Party II terminated services of the workmen. I hold that such termination amounts to retrenchment covered by first part of the definition of 'retrenchment' provided under Section 2(oo) of the said Act, 1947.

12. Now I switch over to second part of the issue and that part is the question as to whether termination of services of the workmen (Party I) is in violation of the provisions of Sections 25F and 25G of the said Act, 1947. Section 25F lays down that

> *''No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-*
>
> *(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of the notice,*
>
> *(b) the workman has been paid at the time of retrenchment, compensation which shall be equivalent to 15 days' average pay for every completed year of continuous service or any part thereof in excess of six months and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.*

13. Section 25G of the said Act, 1947 provides procedure for retrenchment. This Section lays down that

> *''Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workman in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category unless for reasons to be recorded the employer retrenches any other workman''.*

14. Xerox copies of the receipts executed by workman Umesh Mayekar, Sharad Shetkar, Ramesh Kudalkar, Dinesh Gaonkar, Krishna Volvoikar and by Miss Sunita Pednekar are produced at Exb. W-3, W-6, W-8, W-10, W-12, and at Exb. W-29 respectively. The Party I has examined the workman Umesh Mayekar at Exb. 14, Sharad Shetkar at Exb. 18, Ramesh Kudalkar at Exb. 19 and Dinesh Gaonkar at Exb. 20. Execution of the receipts of which Xerox copies are produced at Exb. W-3, Exb. W-6, Exb. W-8, Exb. W-10 is admitted by the workman Umesh Mayekar, Sharad Shetkar, Ramesh Kudalkar and by Dinesh Gaonkar in their respective evidence. Remaining two workmen by name Krishna Volvoikar and Miss Sunita Pednekar are not examined to challenge

execution of the receipts which appear to have been executed by them and of which Xerox copies are produced at Exb. W-12 and at Exb. W-29 respectively. The workman Dinesh Gaonkar has admitted in his examination in-chief that he has received payment on behalf of workman Krishna Volvoikar under receipt of which Xerox copy is at Exb. W-12. Cumulative effect of all these receipts goes to show that the Party II has paid to all the workmen unpaid wages for January, 2000, wages for month of February, 2000, one months wages in lieu of notice, compensation equivalent to fifteen days average pay for every completed year of continuous service, fifteen days gratuity per year of the service and miscellaneous amounts against other demands. It follows that the conditions which are laid down by Section 25F(a) and (b) of the said Act, 1947 and which are precedent to the retrenchment of the workman are complied with by the Party II.

15. Learned advocate of the Party I has produced alongwith his written argument (Exb. 33) xerox copy of the judgment delivered by the Hon'ble Supreme Court in case of *Sain Steel Products, Appellants v/s Naipal Singh and others, respondents, reported in AIR 2001 SC 2401.* In this reported case order of termination disclosed that it is open to employee to collect dues before leaving. The employee was asked to collect whatever is due to him. It was not spelled out in the termination order as to whether the dues included the amount as contemplated under Section 25F or not. The Hon'ble Supreme Court held that offer of such type cannot be taken as an offer of payment in terms of Section 25F of the Act, and that, the termination of service is illegal.

16. The Party II in publication dated 22-2-2001 (Exb. W-1) asked the workmen to come in its office on 23-2-2000 at 11.00 a.m. and to collect cheques of their salaries, wages of one month in lieu of notice and other dues. The publication does not spell out whether the said amounts include those as contemplated under Section 25F or not. There are receipts executed by the workmen and of which Xerox copies are produced on record to prove that the amounts which are required to be paid as per provisions contained in Section 25F of the said Act, 1947 together with other dues are paid to the workmen. I hold that there is proper compliance by the Party II with conditions prescribed under Section 25F (a) and (b) of the said Act, 1947 and which are precedent to retrenchment of employees.

17. There is nothing in evidence to show that the Party II served notice in the prescribed manner on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette. In this connection, it is necessary to have reference of decision given by the Hon'ble Supreme Court in case of *Bombay Union of Journalists and others, appellants v/s the State of Bombay and another, Respondents reported in AIR 1964 SC 1617.* The Hon'ble Supreme Court held in this case that:

> *''A closure examination of S. 25F shows that clause 'c' of S. 25F cannot receive the same construction as clauses (a) and (b) of S. 25-F. Section 25F (a) requires that the workman has to be given one month's notice in writing, indicating the reasons for retrenchment, and the period of notice has to expire before the retrenchment takes place, it also provides that the workman can be paid in lieu of such notice wages for the said period. Reading the latter part of cl. (a) and cl. (c) together, it seems to follow that in cases falling under the latter part of cl. (a) the notice prescribed by cl. (c) has to be given not before retrenchment but after retrenchment, otherwise the option given to the employer to bring about immediate retrenchment of the workman on paying him wages in lieu of notice would be rendered nugatory. Therefore, cl.(c) cannot be held to be a condition precedent even though it has been included under S. 25F alongwith cls. (a) and (b) which prescribes conditions precedent.''*

Relying upon the above decision, I, hold that even though the Party II did not comply with the condition stated in clause (c) under Section 25F of the said Act, 1947 that will not be a ground to conclude that termination of service of Party I is in violation of provisions contained in Section 25F of the said Act, 1947.

18. There were in all nine employees in establishment of the Party II. These employees included workmen seven in number, office Secretary and Supervisor. The Party II terminated services of the said employees, seven in number consisting of the workmen who are the Party I. The workmen who are examined by the Party I did not disclose in their respective evidence who was the last person to be employed in the category to which they were belonging. The clinching evidence which was necessary to attract the provision contained in Section 25G of the said Act, 1947 is not adduced by the Party I. The Office Secretary and the Supervisor which were retained by the Party II after termination of services of the workmen, as pointed out by learned advocate of the Party II in his written argument (Exb. 34) were only for the purpose of completion of subsidiary official work. The Office Secretary and the Supervisor are not of the same category of the workmen. There is no sufficient and convincing evidence on behalf of the Party I to conclude that there is violation of provision contained in Section 25G of the said Act, 1947 at the hands of the Party II. In view of this reason and above discussion, I hold that, termination of services of the workmen amounts to retrenchment, however the termination is not in violations of the provisions contained in Section 25F and 25G of the said Act, 1947.

19. *Issue No. 2:* Termination of service is challenged by the workmen in Para No. 10 of Claim Statement (Exb. 4) also on ground that the termination is in violation of provision contained in Section 25H of the said Act, 1947. Therefore it is necessary to make reference of this provision which is as follows:-

''Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity [to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen] who offer themselves for re-employment shall have preference over other persons.''

20. If the above provision is read as it is, it reveals that this provision does not relate to legality of termination of service. I therefore hold that the workmen are not entitled to challenge termination of their service by taking recourse of Section 25H of the said Act, 1947.

21. Evidence of the workmen examined by the Party I speaks in one chorus that after services of the workmen came to be terminated, the workmen made applications and thereby requested the Party II to reinstate them in the service. The Party II neither considered their request nor offered to them alternative job. Evidence of the workmen examined by the Party I nowhere discloses that after termination of services of the workmen, the employer that is the Party II proposed to take into its employ any persons and while doing so the Party II did not give the workmen an opportunity to offer themselves for re-employment. In absence of evidence, it will not be correct to hold that the Party II has violated provisions contained in Sections 25H of the said Act, 1947. I, therefore answer the issue in negative.

22. I*ssue No. 3:* The workmen have challenged termination of their services mainly on the grounds that the termination of their services by the Party II is in violation of provisions contained in Sections 25F, 25G and 25H of the said Act, 1947, and that, termination of their services is malafide. There is also such contention by the learned advocate in Para No. 7 of written argument submitted by him (Exb. 33). The workmen did not succeed in proving that the Party II while terminating their services violated provisions contained in Section 25F and 25G and 25H of the said Act, 1947.

23. It appears from Para No. 4 of Claim Statement (Exb. 4) that, according to the workmen, even after termination of their services they noticed that production of acrylic wind shield side glasses is continued in establishment of the Party II. This reveals to be the ground on which they are claiming that termination of their services by the Party II is with malafide intention. There is evidence of the workmen Sharad Shetkar, Ramesh Kudalkar and of Dinesh Gaonkar in support of the pleading set out in Para No. 4 of the Claim Statement and which is reproduced above.

24. The workmen and also learned advocate appearing on their behalf heavily relied upon xerox copy of chart produced at Exb. 4. The Chart is showing details regarding glasses dispatched to Bajaj Auto Limited during period from April, 1997 to March, 2001. The glasses are provided to Bajaj Auto Limited even after the month of February, 2000. This is the reason as to why the workmen and their learned advocate are asserting that business of the Party II was continued even after termination of services of the workmen, which leads to conclusion that the termination of the services of the workmen is with malafide intention.

25. The Party II has filed affidavit of A. R. Walke who is one of its partners at Exb. 21. It is the affidavit in evidence. It is stated in Para No. 23 of the affidavit in evidence that, manufacturing work is not carried out since after 1-3-2000. Learned advocate of the Party II has stated in his written notes of argument that the product that is sold after the month of February, 2000 was already manufactured before closure of the business. Therefore even though the chart (Exb. 4) shows that the product of glasses is supplied to M/s. Bajaj Auto Limited even after the month of February, 2000, it cannot be said that business of the Party II was going on after termination of services of the workmen.

26. The Party II has produced Xerox copy of letter dated 20-1-2000 at Exb. 26. The letter is written for and on behalf of the Party II to the Senior Manager (Materials) of Bajaj Auto Limited Waluj, Aurangabad. It appears from this letter that the Party II was supplying its product of glasses to Plants of M/s. Auto Bajaj Limited situated at Akurdi and at Waluj. Percentage of order placed by M/s. Bajaj Auto Limited with the Party II was considerably decreased. Therefore, the Party II has requested the Senior Manager under this letter to reinstate the previous supply position.

27. Officer (Materials) of M/s. Bajaj Auto Limited informed the Party II by letter dated 13-2-2000 that prices fixed by the Party II of the side glasses were on very higher side compared with other vendors. Therefore, the Party II was requested under this letter dated 13-2-2000 to reduce prices by another Rs. 2/- per glass. It is also made clear in this letter that, otherwise M/s. Bajaj Auto Limited will have no alternative but to procure glasses from other vendors. Xerox copy of this letter is produced at Exb. 27.

28. The Party II by sending letter dated 22-2-2000 of which Xerox copy is produced at Exb. 28 informed the Deputy Manager (Materials) of Bajaj Auto Limited that the Party II will not be in position to supply the side glasses henceforth. The Party II could not consider request made by Officer (Materials) of M/s. Bajaj Auto Limited in the letter dated 13-2-2000 of which Xerox copy is produced at Exb. 27.

29. The Party II on the very day that is on 22-2-2000 by publication informed its all workmen that it is not possible to supply side glasses to M/s. Bajaj Auto Limited due to its adamant approach, that, M/s. Bajaj Auto Limited did not place order of sufficient quantity since last two months and that M/s. Bajaj Auto Limited began to reject the side glasses for some or the other reason.

Therefore it has no alternative but to close its manufacturing business and accordingly the business stands closed w.e.f. 5.00 p.m. on 22-2-2000.

30. There is no evidence except interested words of the workmen to hold that even after the termination of their services business of the Party II was continued. On the contrary evidence of the witness A. R. Walke and which is in the nature of affidavit and who is also cross examined by learned advocate of the Party I, supported by the documents which are in the shape of xerox copies of the correspondence produced at Exb. 26 and at Exb. 28 appears to be more probable and convincing. Only because there is xerox copy of chart at Exb. 4 which is showing that the Party II has supplied glasses to M/s. Bajaj Auto Limited even after the month of February, 2000 till the month of March, 2001, that will not lead to irresistible conclusion that business of the Party II was continued even after termination of services of the workmen.

31. The Party II, as it appears from xerox copies of the correspondence referred to above was supplying side glasses to M/s. Bajaj Auto Limited since last twenty--three years. Product of the glasses was of good quality. M/s. Bajaj Auto Limited requested the Party II to reduce prices of the glasses. The Party II because of the good quality of the product and of rise in market price could not reduce price of the products. M/s. Bajaj Auto Limited thereafter did not place orders of sufficient quantity with the Party II as a result the Party II began to suffer financial difficulties. All these circumstances forced the Party II to close its business which resulted into termination of services of the workmen (Party I). Neither closure of the business nor termination of services of the workmen which resulted from such closure of the business by the Party II reveals to be with malafide intention. In view of this reason and above discussion I am not inclined to accept case made out by the workmen (Party I). I answer the issue in negative.

32. *Issue No. 4:* The Party II in Para No. 2 of Written Statement (Exb. 9) raised plea that the reference is bad in law and not maintainable mainly on the grounds that closure of the business by the Party II w.e.f. 1-3-2000 is not retrenchment and that there is no existing dispute relating to retrenchment.

33. The Party II did not only close its business but after closure of the business terminated services of the workmen by separate letters dated 1-3-2000. It is proved that the termination amounts to retrenchment. The workmen (Party I) are undisputedly workmen as defined under Section 2 (s) of the said Act, 1947. There was relationship of employer and employees between the Party II and the workmen (Party I). The dispute which is raised by the workmen relates to their employment or non-employment which arose due to their termination of services amounting to retrenchment. The plea raised by the Party II in Para No. 2 of the Written Statement, showing that the reference is bad in law and not maintainable does not merits consideration. I therefore, answer the issue in negative.

34. *Issue No. 5:* Affidavit in evidence (Exb. 21) filed by witness A. R. Walke on behalf of the Party II coupled with Xerox copy of publication dated 22-2-2000 (Exb. W-1) and Xerox copies of letters dated 1-3-2000 where-under the services of the Workmen are terminated clearly establishes that, termination of services of the workmen (Party I) is on account of permanent closure of factory of the Party II. Termination of the services is w.e.f. 1-3-2000 as stated in the letters dated 1-3-2000. Xerox copy of the publication (Exb. W-1) as stated earlier further discloses that closure of the business is w.e.f. 22-2-2000 at 5.00 p.m. I, therefore, answer the issue in affirmative by holding that termination of services of the workmen (Party I) is on account of permanent closure of the factory of Party II from 22-2-2000 and not from 1-3-2000.

35. *Issue No. 6:* Section 11A of the said Act, 1947 empowers the Labour Court, Tribunal or National Tribunal as the case may be to set aside order of discharge or dismissal, direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the Award, of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require, by its Award if it is satisfied that the order of discharge or dismissal was not justified. Learned advocate of the Party I has urged in his written argument (Exb. 33) to reinstate the workmen with full back wages with continuity of service and with consequential benefits. He has produced alongwith the written argument Xerox copy of the judgment delivered by the Hon'ble Supreme Court in case of *Workmen of Hindustan Lever Limited, Petitioner v/s Hindustan Lever Limited and Others, Respondents, reported in AIR 1999 SC 525.* In this reported case the Labour Court had passed Award holding that termination of services of the workmen was not legal, and directed the respondent to reinstate them on work with continuity of their past service and to pay to them full wages and other allowances which they would have drawn if their services would not have been terminated. This Award was set aside by the Hon'ble High Court. The workmen took up the matter before the Hon'ble Supreme Court by filing Civil Appeal. They were paid wages under Section 17-B from date of Award till the date it was set aside by Hon'ble High Court even though they did not work. They were willing to forgo claim for reinstatement if adequately compensated. Management agreed to the workmen's suggestion to pay compensation over and above amounts already paid. The Hon'ble Supreme Court dismissed the Appeal with direction to management to pay agreed sum within four weeks. Facts of these reported case are clearly distinguishable from that of the present one. With respect, I am of the opinion that, the decision given by the Hon'ble Supreme Court in this report case is not applicable to the present case.

36. Learned advocate of the Party II has placed along with his written argument (Exb. 34) Xerox copies of judgments delivered by the Hon'ble Supreme Court in case of *Workmen of the Indian Leaf Tobacco Development Company Limited, Guntur v/s Management of Indian Leaf Tobacco Development Company Limited, Guntur, reported in 1950-83-Vol.7-SCLJ 374* and in case of Workmen of *the Straw Board Manufacturing Company Limited v/s M/s. Staraw Board Manufacturing Company Limited, reported in 1950-83. Vol. 2, SCLJ, 692.*

37. The Hon'ble Supreme Court held in case of *Workmen of the Indian Leaf Tobacco Development Company Limited, Guntur,* that no industrial tribunal even in reference under Section 10(1)(d) of the Industrial Disputes Act, can interfere with discretion exercised in such a matter and can have any power to direct a company to continue a part of the business which the company has decided to shut down.

38. The Hon'ble Supreme Court held in case of *Workmen of the Straw Board Manufacturing Company Limited* that the workmen cannot question the motive of the closure once closure has taken place infact.

39. In the present case it is proved that closure of business of the Party II has taken place infact. In case even assuming for the sake of argument that the workmen are entitled to reinstatement in the service that is impossible because, relying upon decision given by the Hon'ble Supreme Court in case of *Workmen of Indian Leaf Tobacco Development Company Limited, Guntur,* alluded supra, I, hold that this Industrial Tribunal cannot direct the Party II to continue with its business which is already closed down.

40. The workmen (Party I) did not challenge motive of the Party II behind closure of its business. What they have claimed is that termination of their services by the Party II is malafide, which is not proved by them. With respect, I am of the opinion that, decision from reported case of *the Workmen of the Straw Board Manufacturing Company Limited* and which is relied upon by learned advocates of the Party II is not applicable to the present case.

41. I am satisfied that termination of services of the workmen (Party I), by the Party II is legal and justified. I therefore, hold that, the workmen are not entitled to any of the reliefs claimed by them on basis of provision contained in Section 11 A of the said Act, 1947. My answer to the issue is in negative.

As a result of findings given to the issues Nos. 3 and 6, I proceed to adjudicate the reference by passing order as follows:

ORDER

1. The action of the management of M/s. Plasticrafts, Thivim, Industrial Estate, Mapusa, Goa in terminating the services of six workmen namely S/Shri Umesh R. Mayekar, Sharad B. Shetkar, Krishna K. Volvoikar, Ramesh A. Kudalkar, Dinesh P. Gaonkar and Miss Sunita C. Pednekar w.e.f. 1-3-2000 is legal and justified?
2. The workmen (Party I) are not entitled to any of the reliefs claimed by them.
3. No order as to costs.
4. The Award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
(Dilip K. Gaikwad),
Presiding Officer,
Industrial Tribunal-Cum-
-Labour Court-I.

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Notification

No. 28/18/2007-LAB/1302

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 26-11-2007 in reference No. IT/74/2003 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour)

Porvorim, 13th December, 2007.

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IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Dilip K. Gaikwad, Presiding Officer)

Ref. No. IT/74/2003

Murgesh Swamy,
Rep. by Goa Trade &
Commercial Workers Union,
Velho Building,
Panaji-Goa. ... Workman/Party I

v/s

M/s. New Era Handling Agency,
2, Dr. Mukund Building, 1st Floor,
Opp. State Bank of India,
F. C. Gomes Road,
Vasco-da-Gama. ... Employer/Party II

Workman/Party I is represented by Adv. Suhas Naik.

Employer/Party II is represented by Adv. H. Khilji.

AWARD

(Delivered on this 26th day of November, 2007)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter in short referred to as the said Act, 1947).

1. Facts of the present reference, stated in brief, are as follows:

The Government of Goa in exercise of powers conferred on it by Section 10(1)(d) of the said Act, 1947, under order dated 24-4-2003 has referred to this Industrial Tribunal following disputes for adjudication:

(i) "Whether the action of the management of M/s. New Era Handling Agency (Urea/NPK Bagging Section), Contractor to M/s. Zuari Industries Ltd., in terminating the services of Shri Murgesh Swamy, Loader, w.e.f. 21-9-2002, is legal and justified.

(ii) If not, to what relief the workman is entitled to?"

2 In response to notices, both parties put their appearance in this Industrial Tribunal. The Party I presented his Claim Statement on 27-2-2004 at Exb. 4. Party II filed its Written Statement on 26-5-2004 at Exb. 5. Party I submitted Rejoinder on 8-7-2004 at Exb. 6.

3. On basis of pleadings, the then learned Presiding Officer framed issues on 27-7-2004 at Exb. 7.

4. Party I filed his own affidavit in evidence at Exb. 9. He is not cross examined.

5. Today, learned advocate of Party I filed pursis at Exb. 10 stating that the matter is amicably settled between the parties, that the Party II has reinstated Party I in the service and that the Party I does not wish to proceed further. He requested to pass "No Dispute Award". Neither the Party II, nor its learned advocate was present. After hearing learned advocate of Party I the pursis is granted.

6. Since dispute under present reference is settled between the parties and the Party I is reinstated in service of the Party II, I hold that the dispute under the present reference does not survive. With this, I proceed to adjudicate the reference by passing order as follows:

ORDER

1. It is hereby adjudicated that the dispute whether the action of the management of M/s. New Era Handling Agency (Urea/NPK Bagging Section) Contractor to M/s. Zuari Industrial Ltd., in terminating the services of Shri Murgesh Swamy, Loader, w.e.f. 21-9-2002, is legal and justified, does not survive.

2. It is hereby adjudicated that the dispute to what relief the workmen is entitled, does not survive.

3. No order as to costs.

4. The Award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
(Dilip K. Gaikwad),
Presiding Officer,
Industrial Tribunal-Cum-
-Labour Court-I.

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